



06-07-04

DAC

Ser. No.: 10/055,304
Page 1 of 5

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECEIVED

Inventor : Donald G. Harrison
Title : One-Piece Integrally Formed Goggle
Serial No. : 10/055,304
Filed : Jan. 23, 2002
Confirmation No. : 7518

JUN 09 2004

OFFICE OF PETITIONS

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 pursuant to 37 CFR 1.10 on the date shown below as

Express Mail Receipt No. EV 332246255 US

Name: Patricia Muir

Signature: [Signature]

Date: June 4, 2004

Mail Stop: Petitions
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

June 4, 2004

Petition Under 37 CFR 1.47(b) for Acceptance of Application Where
No Inventors are Available

To the Commissioner for Patents:

A "Notification of Missing Requirements Under 35 U.S.C. 371 in the United States Designated/Elected Office (DO/EO/US" (Form PCT/DO/EO/905) was mailed on February 20, 2002 for the above-referenced application. The Commissioner is hereby petitioned to accept the current application without the inventor's declaration.

BEST AVAILABLE COPY

Declaration by 37 CFR 1.47(b) Applicant:

Pursuant to the rules as set forth in 37 CFR 1.47(b), attached hereto as Exhibit A is a declaration signed by an officer of The Warnaco Group, Inc., the 37 CFR 1.47(b) applicant (hereinafter "Applicant").

Attempts to Contact the Inventor:

As evidence of Applicant's diligent efforts in attempting to contact the inventor, Applicant is attaching hereto as Exhibit B a statement of Thomas J. Bean (Reg. No.44,528).

As attested to in Mr. Bean's enclosed declaration, attempts were made to contact the inventor at his last known address at Kiazen Design Lab, Inc., 3014 Stally Street, Houston, TX 77092. Mr. Bean wrote to the inventor at this address in a letter dated January 26, 2004 (a copy of which is attached hereto as Exhibit C). This letter was sent by Federal Express USA Airbill No. 8334 7835 2497 (a copy of the Airbill is attached hereto as Exhibit F). The tracking information provided by Federal Express shows that the letter was received on January 27, 2004 by an "N. Wendrock" (a copy of the tracking information accessed through Federal Express's web site is attached hereto as Exhibit G). Although the letter appears to have been received by the inventor's assistant, Nancy Wendrock, we never received a reply to the letter.

In March, 2004 Mr. Bean sent an e-mail to Mr. Gary Grote, a former business associate of the inventor, asking him to confirm the inventor's current address. In a telephone discussion with Mr. Grote, Mr. Grote told Mr. Bean that he would relay the message to the inventor that Mr. Bean was trying to contact him. However, Mr. Bean was never contacted by the inventor.

Mr. Bean also attempted to contact the inventor by placing calls to the inventor's assistant, Nancy Wendrock. In February, 2004 Mr. Bean left messages for Ms. Wendrock at the phone number we had for her. In early May, 2004 Mr. Bean obtained a new telephone number and e-mail address for Ms. Wendrock and contacted her at the new telephone number. Ms. Wendrock claimed to have relayed a message to the inventor that Mr. Bean was trying to contact him. However, Mr. Bean was never contacted by the inventor.

The Last Known Address of the Inventor:

The last known address of the inventor Donald G. Harrison is as follows:

Donald G. Harrison
Kiazen Design Lab, Inc.
3014 Stally Street
Houston, TX 77092

Assignment of Invention to Applicant:

As required by 37 CFR 1.47(b), Applicant hereby makes the following *prima facie* case that the inventor agreed to assign the invention of the current application to the Applicant.

The inventor was employed at Ubertech Products, Inc. from July 21, 1999 to November 19, 2001. The invention of the current application was made during this time and the application was filed on January 23, 2002. In an Employee Intellectual Property and Confidentiality Agreement executed by the inventor at the time of the execution of an employee agreement with Authentic Fitness Corporation, at the time a contemplated 70% owner of Ubertech Products, Inc., the inventor

agreed to assign to Ubertech Products, Inc. his ideas, inventions, and improvements made during his employment with Ubertech Products, Inc. Attached hereto as Exhibit H is a copy of the Employment Agreement with the Employee Intellectual Property and Confidentiality Agreement.

Attached hereto as Exhibit I is a Statement of Mr. Mark Oishi attesting to the inventor's employment with Ubertech Prodcuts, Inc. during the time of the subject invention was made.

Both Authentic Fitness Corporation and Ubertech Products, Inc. are wholly owned subsidiaries of the Applicant, The Warnaco Group, Inc. Attached hereto as Exhibit J is a copy of the Order and Judgment Confirming the First Amended Joint Plan of Reorganization of the Warnaco Group, Inc. and Its Affiliated Debtors and Debtors-In-Possession Under Chapter 11 or Title 11 of the United States Code Dated November 8, 2002 and Granting Related Relief filed with the United States Bankruptcy Court in the Southern District of New York. The first paragraph of the bankruptcy order attached hereto as Exhibit J lists both Authentic Fitness Corporation and Ubertech Products, Inc. as subsidiaries of the Applicant, The Warnaco Group, Inc. Thus, as the parent company of Authentic Fitness Corporation and Ubertech Products, Inc., The Warnaco Group, Inc. makes the current application.

Filing of the Application is Necessary to Preserve the rights of the Parties:

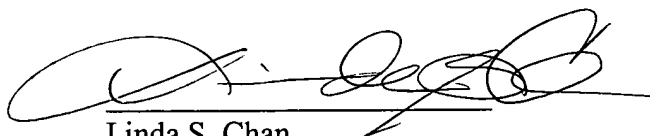
Applicant hereby submits that the filing of the current application is necessary to preserve its rights. The filing of the current application is necessary in order to preserve the filing date and the rights of the Applicant in the invention. The Applicant has begun to make public use of the invention. The Applicant would be irreparably harmed, if the current application is not filed.

In view of the foregoing, it is respectfully requested that the Commissioner accept the current application without a signed declaration by the inventor.

The Commissioner is hereby authorized to charge the fee required by 37 CFR 1.47(b) and as set forth in 37 CFR 1.17(h) to Deposit Account No. 50-1290. It is believed that no other fee is due with this petition. However, if any other fee is due with this paper, the Commissioner is hereby authorized to charge such fee to Deposit Account No. 50-1290.

Please direct any inquiries regarding this petition to the Applicant's undersigned attorney, who may be reached directly by telephone at (212)940-8712.

Respectfully submitted,



Linda S. Chan
Reg. No. 42,400

Attorney Docket No.: 100102-03181
Katten Muchin Zavis Rosenman
575 Madison Avenue
New York, NY 10022-2585
Phone: (212)940-8800



RECEIVED #6

JUN 09 2004

DECLARATION FOR PATENT APPLICATION

OFFICE OF PETITIONS

Docket No. 100102-03181

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled: One-Piece Integrally Formed Goggle

the specification of which:

(check one)

☐ is attached hereto☒ was filed on January 23, 2002

as

Application Serial No. 10/055,304

and was amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by an amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations §1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

Priority Not Claimed



(Number)

(Country)

(Day/Month/Year Filed)

I hereby claim the benefit under Title 35, United States Code §120 or §119(e) of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

(Application Serial No.)

(Filing Date)

(Status-patented, pending, abandoned)

I hereby appoint as my attorney and agent Aaron B. Karas, Reg. No. 18,923, Samson Helfgott, Reg. No. 23,072, Linda S. Chan, Reg. No. 42,400, Michael Markowitz, Reg. No. 30,659, Brian Myers, Reg. No. 49,947, Harris Wolin, Reg. No. 39,432, Thomas Bean, Reg. No. 44,528, Serle Mosoff, Reg. No. 25,900, and Emma Shleifer, Reg. No. 29,734 to prosecute this application and to transmit all business in the Patent and Trademark Office connected therewith.

Address all correspondence to:

Customer No. 026304

Katten Muchin Zavis Rosenman

575 Madison Avenue

New York, New York 10022-2585

Telephone No.: (212) 940-8800

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole inventor Donald G. HarrisonResidence Houston, TX Citizenship USAPost Office Address c/o Kaizan Design Lab, Inc., 3014 Stally Street, Houston, Texas 77092Full name of 37 CFR 1.47(b) Applicant: The Warnaco Group, Inc. (as Assignee signing on behalf of the unavailable inventor)

37 CFR 1.47(b) Applicant's Signature

Signor's Name: Stanley P. SilversteinDate 6/3/04Title: Senior Vice President - Corporate Development, Chief Administrative Officer



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor : Donald G. Harrison
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Express Mail Receipt No. EV 332246255 US

Name: Patricia Muir

Signature:

Date: June 4, 2004

Mail Stop: Petitions
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

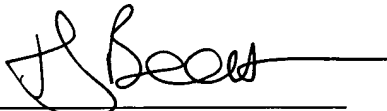
**Declaration of Thomas J. Bean in Support of Petition Under 37 CFR 1.47(b) for
Acceptance of Application Where No Inventors are Available**

I, Thomas J. Bean (Reg. No. 44,528) declare that:

1. I was the Applicant's attorney for the above-referenced patent application.
2. I diligently attempted to locate the inventor of the above-referenced application.
3. On January 26, 2004, I wrote to the inventor, Donald G. Harrison, at his last known address at Kiazen Design Lab, Inc., 3014 Stally Street, Houston, TX 77092. A copy of the letter is attached to the petition filed concurrently herewith as Exhibit C. I did not receive a reply to this letter.
4. In February, 2004, I made several attempts to contact the inventor's assistant, Ms. Nancy Wendrock, by telephone. I left messages for Ms. Wendrock and spoke with her on at least one occasion, but I was never contacted by the inventor.

5. On March 5, 2004, in an attempt to reach the inventor, I sent an e-mail to Mr. Gary Grote, a former business associate of the inventor, asking that he confirm the inventor's current address. A copy of this e-mail is attached hereto as Exhibit D.
6. On March 9 and 26, 2004, I called Mr. Grote who informed me that he spoke with the inventor and relayed the message that I was trying to contact him. I was never contacted by the inventor.
7. Members of our office had contact with Mr. Douglas Bailey, a former business associate of the inventor, who provided us with a new telephone number and e-mail address for the inventor's assistant, Nancy Wendrock. On May 6 and 7, 2004 I called and e-mailed Ms. Wendrock in an attempt to contact the inventor. A copy of the e-mail is attached hereto as Exhibit E. Ms. Wendrock replied by e-mail on May 8 claiming to have passed on a message to the inventor that I was trying to contact him. I was never contacted by the inventor.
8. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: June 4, 2004



Thomas J. Bean



KMZ Rosenman
KATTEN MUCHIN ZAVIS ROSENMAN

575 Madison Avenue
New York, NY 10022-2585
212.940.8800 office 212.940.8776 fax

January 26, 2004

Via Facsimile And Federal Express

Mr. Donald G. Harrison
Kiazen Design Lab, Inc.
3014 Stally Street
Houston, TX 77092

DIRECT DIAL
212.940.8729

E-mail Address
thomas.bean@kmzr.com
Direct Fax Number
212.894.5629

Re: Declaration and Power of Attorney for U.S. Patent Application
10/055,304
One-Piece Integrally-Formed Goggle
Our Ref: 100102-03181

Dear Mr. Harrison:

We recently received a communication from the U.S. Patent & Trademark Office requesting that we re-submit a signed Declaration for the above-referenced patent application. Our records indicate the application was assigned by you to Authentic Fitness Corporation effectively on or about the date of filing (January 23, 2002).

Accordingly, please find enclosed a substitute Declaration and Power of Attorney for your signature. Please provide your current residential address and the date of signature as indicated in addition to your signature. Upon completion, please return an original signed copy of this document to me, preferably no later than **February 2, 2004**.

I have enclosed a copy of the application for your reference.

Please do not hesitate to contact me directly if you have any questions in regard to this matter.

Very truly yours,

Thomas J. Bean

TJB:pm

cc: Karen A. Ash, Esq.

Thomas J. Bean

From: Thomas J. Bean
Sent: Friday, March 05, 2004 11:17 AM
To: 'garyg@groteLaw.com'
Subject: Kiazen Design Lab

Mr. Gary E. Grote, Esq.

Dear Mr. Grote:

We represent Kiazen Design Lab, Inc. and Mr. Donald G. Harrison with regard to a number of patent matters. We have been attempting to reach Mr. Harrison for some time to no avail. We have the following contact information currently:

Mr. Donald G. Harrison

Ms. Nancy Wendrock

Kiazen Design Lab, Inc.

3014 Stally Street

Houston, TX 77092

(713) 956-2480 telephone

(713) 956-2482 facsimile

dharrison@kiazendesignlab.com

nwendrock@kiazendesignlab.com

Please let me know if you can verify this information, and/or have more alternate contact information we might try.

Best Regards!

Tom

Thomas J. Bean, Esq.
Katten Muchin Zavis Rosenman
575 Madison Avenue
New York NY 10022-2585
(212) 940-8729 phone
(212) 894-5629 fax
thomas.bean@kmzr.com

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5/10/2004

Thomas J. Bean

From: Thomas J. Bean
Sent: Friday, May 07, 2004 3:45 PM
To: 'nlwendrock59@aol.com'
Subject: My voice mail of 5/604

Nancy:

Please confirm whether or nor you received my voice mail of May 6 regarding reaching Don Harrison.

Thanks!

Tom

Thomas J. Bean, Esq.
Katten Muchin Zavis Rosenman
575 Madison Avenue
New York NY 10022-2585
(212) 940-8729 phone
(212) 894-5629 fax
thomas.bean@kmzr.com

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5/19/2004

Thomas J. Bean

From: NIwendrock59@aol.com
Sent: Saturday, May 08, 2004 12:13 PM
To: Thomas J. Bean
Subject: Re: My voice mail of 5/604

Tom:

Yes I received the voice mail and have forwarded it to Don to contact you.

Nancy

Thomas J. Bean

From: Thomas J. Bean
Sent: Monday, May 10, 2004 6:08 AM
To: 'Nlwendrock59@aol.com'
Subject: RE: My voice mail of 5/604

Nancy:

Many thanks!

Tom

-----Original Message-----

From: Nlwendrock59@aol.com [mailto:Nlwendrock59@aol.com]
Sent: Saturday, May 08, 2004 12:13 PM
To: Thomas J. Bean
Subject: Re: My voice mail of 5/604

Tom:

Yes I received the voice mail and have forwarded it to Don to contact you.

Nancy

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Dept./Room/Suite/Room

CITY **NEW YORK**

State **NY**

ZIP **10022**

2 Your Internal Billing Reference **100122-03181**

3 To Recipient's Name **Mr. Bruno G. Hansen** Phone **713.956-2480**

Company **KAZEN DESIGN LAB, INC.**

Address **3014 STALLY STREET**

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Other
Declared value limit \$500

6 Special Handling
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Available ONLY for
FedEx Priority Overnight and
FedEx 2Day to select ZIP codes
Does this shipment contain dangerous goods?
One box must be checked.
No ☐ Yes ☐
As per attached
Shipper's Declaration
Not required
Shipper's Declaration
Not required
Include FedEx address in Section 3.
HOLD Saturday
at FedEx Location
Available ONLY for
FedEx Priority Overnight and
FedEx 2Day to select locations

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U.S. Mail: PO Box 727
Memphis, TN 38194-4643

Telephone: 901-369-3600

5/18/2004

Dear Customer:

Here is the proof of delivery for the shipment with tracking number **833478352497**. Our records reflect the following information.

Delivery Information:

Signed For By: N.WENDROCK

A black and white image of a signature, "N. Wendrock", written in cursive over a background of repeating "FedEx" logos.

Delivery Location: 3014 STALLY
Delivery Date: January 27, 2004
Delivery Time: 1356

Shipping Information:

Tracking No: 833478352497

Ship Date: January 26, 2004

Recipient:

MR DONALD G HARRISON
KIAZEN DESIGN LAB INC
3014 STALLY ST
HOUSTON, TX 77092
US

Shipper:

THOMAS J BRAN
KATTEN MUCHIN ZAVIS ROSENMAN
575 MADISON AVE FL 26
NEW YORK, NY 100228508
US

Shipment Reference Information:

100122-03181

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90 Park Avenue New York NY 10016 (212) 370 8293 - Fax (212) 986-9370

July 21, 1999

Mr. Donald Harrison

Dear Don:

This letter agreement will serve to set forth the terms of your employment as President of Ubertech Texas Inc. ("Ubertech"), which is contemplated to become 70% owned by Authentic Fitness Corporation (the "Company"). In connection with the transaction among the Company and Ubertech (the "Transaction"), as set forth in the Heads of Agreement dated May 16, 1999 (the "Heads of Agreement") and a proposed Stock Purchase Agreement among the Company, Ubertech, Bullion Inc. and the members thereof (the "Stock Purchase Agreement"), the effective date of this Letter Agreement (The "Effective Date") shall be deemed to take place as of the closing of the Stock Purchase Agreement. This offer of employment is contingent upon your completion of standard pre-hire paperwork which will be forwarded under separate cover by our Human Resources Department. Your employment is subject to and governed by the terms of the pre-hire documents you will complete (including the job application, the Employee Handbook, Employee Intellectual Property and Confidentiality Agreement, and the Arbitration Agreement), except to the extent that this letter agreement directly conflicts with and thus supersedes the terms of those documents.

1. Upon the Effective Date, the Company will employ you and you agree to serve as President of Ubertech. You agree to devote your full time and efforts in order to perform the services and duties as the position of President reasonably requires.

You represent to the Company that the execution and performance by you of this letter agreement and your employment hereunder will not breach or constitute default under any other agreement to which you are a party or by which you are bound.

2. Your compensation shall be as follows:

- a. Bi-weekly base salary of \$11,538.46.

SPEEDO

RUTH L. REY
Human Resources Director

Don Harrison
SVP/HR

SHREVE COLE

Cole

Catalina



Mr. Donald Harrison
July 21, 1999
Page 2

Salary will be subject to withholding of all taxes payable with respect thereto and deductions for insurance contributions and other authorized amounts.

- b. You shall be eligible to participate in the Company's discretionary management bonus plan, effective upon your commencement date, which is based upon both the Company's financial condition and performance and your own performance. You shall be eligible to receive an award up to 100% of your actual earned salary for the prior fiscal year. Eligibility for all bonuses is contingent upon remaining in the employ of the Company through the end of the fiscal year for which the bonus is paid.
 - c. You shall receive an initial grant of 40,000 shares in the Company's stock option plans, which options shall be priced at the share price at the close of business on the Effective Date. All options are subject to all of the terms and conditions set forth in the Company's stock option plan documents.
3. While you are employed by the Company, and subject, of course, to the Company's right to generally amend, modify or terminate any benefit plan or program to the extent applicable Company-wide, you shall be entitled to earn the following benefits/perquisites:
- a. Group Medical/Dental Benefits -- participation in the same benefit plans generally available to Company executives. You are eligible to participate in the medical/dental program immediately.
 - b. Savings Program -- participation in the Company's Savings Plan in accordance with its terms.
 - c. Business Expenses -- reimbursement for business-class (or first-class as appropriate under Company policy) travel, entertainment and other business expenses incurred by you in connection with the Company's business, all in accordance with the Company's standard policies and practices.
 - d. Automobile Allowance -- allowance of \$600.00 per month.

Mr. Donald Harrison
July 21, 1999
Page 3

- e. Charge Card – The Company shall provide you with a corporate American Express Card.
 - f. Vacation – You shall be eligible to receive four weeks paid vacation per year and shall be eligible to accrue such vacation immediately.
 - g. Relocation – In the event UberTech is relocated from Houston, Texas, the Company shall reimburse your reasonable relocation expenses and consider possible cost-of-living adjustment (if appropriate) in accordance with the Company Employee Relocation Expense Reimbursement Policy then in effect.
4. In the event your employment with the Company, or any successor of the Company, is terminated by the Company, or any successor, for a reason other than cause, as herein defined, the Company agrees to provide, and you agree to accept, as the sole and exclusive remedy for the termination of your employment without cause, the following benefits and arrangements.
- a. If your employment is terminated by the Company for a reason other than cause, you will receive base salary for one (1) year at the rate applicable on the date of your termination of employment, on the terms and conditions set forth in this Paragraph 4(3). Each bi-weekly payment will be subject to a deduction for the salary or other compensation that you earn in employment or self-employment during the period in question. In order to retain your right to receive and keep payments under this subparagraph, you must notify the Company immediately upon engaging in self-employment or obtaining alternate employment.

For purposes of calculating appropriate deductions, the Company may require of you all documentation (including payroll, bank, and tax records) reasonably required to verify the amount of your earnings for months for which you claim entitlement under this subparagraph.

Mr. Donald Harrison
July 21, 1999
Page 4

It is understood and agreed that no change in your title, position or responsibilities shall be deemed a termination of employment or otherwise deemed breach of this letter agreement provided that your salary, bonus eligibility and all other terms hereof are maintained.

It is further understood and agreed that in the event you receive benefits under this Paragraph, you shall not be entitled to receive any other compensation or benefits under this letter agreement or otherwise as a result of the termination of your employment hereunder and, as a condition to receiving that severance compensation, you hereby agree to execute a Separation Agreement and General Release and to make no other claim against the Company by reason of this letter agreement or otherwise.

- b. Your group medical and life insurance as described in Paragraph 3(a), will be continued at the prevailing employee contribution rates until the termination of your severance payments under 4(a) or until you become eligible for coverage as the result of your accepting a position with a new employer, whichever shall first occur or otherwise required by law.
5. Notwithstanding anything to the contrary contained herein, this letter agreement establishes an "at will" employment relationship. Both you and the Company may at any time terminate the employment relationship for any reason or no reason in accordance with the terms below, provided, however, such termination of the employment relationship shall not alter or terminate the other provisions hereof.
6. If you decide to terminate your employment with the Company, you agree:
 - a. to provide the Company with one hundred twenty (120) days prior notice;
 - b. to make no public announcement concerning your departure prior to your termination date without the consent of the Company;

Mr. Donald Harrison
July 21, 1999
Page 5

- c. to continue to perform faithfully the duties assigned to you on the date of such notice (or such other duties as the Company may assign to you) from the date of such notice until your termination date.

You acknowledge that the notice period provided for hereunder is for the exclusive benefit of the Company, and does not confer any employment obligation on the Company. The Company may elect, in its sole discretion and for any reason, to terminate your employment, either immediately or at any point during the one hundred twenty (120) day period you have indicated. Upon such termination you shall be entitled only to the payment of the base salary earned and unpaid through such date and any business expenses otherwise due you, and all insurance, benefits and other arrangement provided by the Company shall cease immediately upon termination of your employment (except as otherwise required by law).

7. You agree that during your employment with the Company, during any period in which you are receiving payments pursuant to Paragraph 4 or 6, or for a one (1) year period following any termination of your employment for cause hereunder (the "Non-Competitive Period"), that you will not, directly or indirectly, as owner, partner, joint venture, stockholder, employee, broker, agent, principal, trustee, corporate officer, director, licenser, or in any capacity whatsoever engage in, become financially interested in, be employed by, render any consultation or business advice with respect to, or have any connection with, any business which manufactures, wholesales or retails products which are competitive with those products currently manufactured, wholesaled or retailed by the Company or any of its affiliates or related companies.

If any portion of the restrictions set forth in this Paragraph should, for any reason whatsoever, be declared invalid by a court of competent jurisdiction, the validity or enforceability of the remainder of such restrictions shall not thereby be adversely affected.

You acknowledge that the Company conducts business throughout North America and Europe, that its sales and marketing prospects are for continued expansion, and that, therefore, the territorial and time limitations set forth in this Paragraph 6 are reasonable and properly required for the adequate protection of the business of the Company. In the event any such territorial or time limitation is deemed to be

Mr. Donald Harrison
July 21, 1999
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unreasonable by a court of competent jurisdiction, you agree to the reduction of the territorial or time limitation to the area or period which such court shall deem reasonable.

Nothing herein shall be deemed to alter, amend, terminate, limit or otherwise modify any rights or obligations you or the Company may have under the Stock Purchase Agreement or related documents.

8. Upon any termination of employment, you agree to refrain from soliciting any employee of the Company, or coach or athlete engaged by the Company, to terminate his/her employment or from hiring any employee of the Company, or coach or athlete engaged by the Company for a period of 24 months thereafter and to refrain from using any confidential or proprietary information obtained through your employment with the Company. You further agree to refrain from making any statements or comments of a defamatory or disparaging nature to third parties regarding the Company or its officers, directors, personnel or products. Any failure to comply with the provisions of this Paragraph 7 shall relieve the Company of any of its obligations pursuant to this letter agreement.
9. If you are terminated for "cause" by the Company, you will not be eligible for any severance benefits under this letter agreement. "Termination for cause" shall be deemed to occur if the Company terminates you for willful misconduct materially injurious to the interest of the Company or Ubertech, willful and material breach of duty in the course of your employment, habitual neglect of your duty, incapacity to perform your duty (for a period of 120 days) or if you are indicted for the commission of a felony.
10. Should any disagreement, claim or controversy arise between you and the Company with respect to a termination, the same shall be settled by arbitration in California before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and the award of the arbitrator with respect to a termination pursuant to this letter agreement shall be enforceable in any court of competent jurisdiction and shall be binding upon the parties hereto, except that the Company may seek equitable relief with respect to any breaches of Paragraph 5 through 9 of this letter agreement.

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The invalidity or unenforceability of any particular provision or provisions of this letter agreement shall not affect the other provisions hereof and this letter agreement shall be construed in all respects as if such invalid or unenforceable provisions had been omitted.

11. This letter agreement constitutes the full and complete understanding and agreement of the parties as to the matters addressed herein, supersedes all prior representations, understandings and agreements as to your employment by the Company and cannot be amended, changed, modified or terminated in any respect, without the written consent of the parties hereto, provided, however, that nothing herein shall be deemed to alter, amend, terminate, limit or otherwise modify any rights or obligations under the Heads of Agreement or Stock Purchase Agreement.
12. This letter agreement shall be binding upon and shall inure to the benefit of successors and assigns of the Company.
13. This letter agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its provisions as to choice of laws.
14. You may not assign your rights or duties under this letter agreement without the prior written consent of the Company, but the Company may assign this letter agreement to an affiliate or successor without prior notice to or consent from you.

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If the foregoing is agreeable to you, please sign the duplicate copy of this letter agreement and return it to me.

Very truly yours,

Authentic Fitness Corporation

By: _____

Agreed to and accepted this
29 day of July 1999

Donald Harrison

EMPLOYEE INTELLECTUAL PROPERTY AND CONFIDENTIALITY AGREEMENT

This AGREEMENT made as of this _____ day of _____, 19____, by and between Uberech Products, Inc., a corporation organized and existing under the law of the state of _____, having its principal place of business at _____ (hereinafter referred to as "CORPORATION") and Donald Harrison, an individual residing at _____ (hereinafter referred to as "EMPLOYEE").

In consideration of the employment in any capacity of EMPLOYEE by CORPORATION and of the salary or wages paid for services in the course of such employment, it is hereby agreed that:

- a. As used in this Agreement, "Ideas, Inventions and Improvement" shall mean ideas, inventions and improvements, whether or not patentable or copyrightable, which relate to the business of the CORPORATION, including for example but not limited to the molding of three dimensional bodies onto garments and the molding of articles of manufacture, or result from tasks specifically assigned to EMPLOYEE by the CORPORATION, whether made, conceived or reduced to practice at any time prior to execution of this Agreement, or during the term of his employment. Notwithstanding the terms of this paragraph a, the term "Ideas, Inventions and Improvement" with respect to Donald Harrison shall not include ideas, inventions and improvement relating to the development or manufacture of any suit including but not limited to a suit using silicone designed to be worn or used exclusively by a paraplegic individual.
- b. EMPLOYEE hereby agrees to disclose promptly and in writing to the head of the division or department in which he/she is employed or his superior all Ideas, Inventions and Improvements which EMPLOYEE, alone or with others, may have made, conceived or reduced to practice prior to execution of this Agreement, or may in the future make, conceive or reduce to practice during the term of his/her employment by CORPORATION;
- c. EMPLOYEE agrees that during the term of his/her employment by CORPORATION or at any time thereafter, he/she will on request of the CORPORATION, promptly execute specific assignments of all Ideas, Inventions and Improvements to the CORPORATION or its nominee, as well as execute all papers and perform all other lawful acts which CORPORATION deems necessary or advisable for the preparation and prosecution of patent applications covering Ideas, Inventions and Improvements and the procurement and maintenance of United States and foreign patents covering Ideas, Inventions and Improvements, in order to effect the transfer of interest therein to CORPORATION or its nominee. It is understood and agreed that all expenses in connection with the obligations of this paragraph shall be borne by CORPORATION or its nominee;
- d. EMPLOYEE agrees that termination of his/her employment shall not release him/her from any obligation under this contract as to Ideas, Inventions and Improvements made prior to the termination of his/her employment. EMPLOYEE recognizes that CORPORATION will disclose to him/her certain confidential matters. In view of EMPLOYEE's relation to CORPORATION as to such matters, EMPLOYEE agrees to disclose to CORPORATION promptly and in writing all Ideas, Inventions and Improvements, in any way connected with his/her or his/her co-workers' employment with CORPORATION or relating to confidential information of CORPORATION made available to EMPLOYEE; which EMPLOYEE conceives or reduces to practice within six (6) months after the termination of his/her employment irrespective of whether such termination is by his/her own act of resignation or by act of CORPORATION. EMPLOYEE further agrees to fulfill, with respect to such Ideas, Inventions and Improvements, all obligations defined in this Agreement.
- e. Employee agrees to make and maintain adequate and current written records of all Ideas, Inventions and Improvements, in the form of notes, sketches, drawings or reports relating thereto, which records shall be and remain property of and available to CORPORATION at all times;

- f. EMPLOYEE agrees to notify CORPORATION in writing before he/she makes any disclosure or performs or causes to be performed any work for or on behalf of CORPORATION, which appears to threaten or conflict with (1) rights EMPLOYEE claims in any invention, idea or improvement outside the scope of this Agreement, or (2) rights of others arising out of obligations incurred by EMPLOYEE (a) prior to this Agreement or (b) otherwise outside the scope of this Agreement. In the event of EMPLOYEE's failure to give notice under the circumstances specified in (1) of the foregoing, CORPORATION may assume that no such conflicting idea, invention, or improvement exists, and EMPLOYEE agrees that he will make no claim against CORPORATION with respect to the use of any such ideas, inventions or improvements in any work or the product of any work which EMPLOYEE performs or causes to be performed for or on behalf of CORPORATION.
- g. EMPLOYEE agrees to keep confidential and not to use or disclose to others either during or subsequent to his/her employment by CORPORATION, except as required by his/her employment by CORPORATION or by law, any secret or confidential technology, proprietary information, trade secrets, processes, formulas, inventions, business plans, product designs, manufacturing techniques, identity of company suppliers and subcontractors, pricing policies and information, design and merchandising strategy and information and any other matter or thing ascertained by him/her through his/her association with CORPORATION. EMPLOYEE further agrees not to make or permit to be made, except in pursuance of his/her duties hereunder and for the sole use and account of CORPORATION or its nominees, any copy, abstract or summary of any CORPORATION reports, CORPORATION papers or CORPORATION documents, including drawings and records or research, made by him/her or at his/her direction of which may come into his/her possession in any way EMPLOYEE agrees to deliver to CORPORATION, on the termination of his/her employment, all such materials in his/her possession.
- h. This Agreement may not, on behalf of or in respect to CORPORATION, be changed or modified, or released, discharged, abandoned or otherwise terminated, in whole or in part, except by an instrument in writing signed by an officer or other authorized executive of CORPORATION.
- i. This Agreement shall be governed by the laws of the State of New York.
- j. This Agreement shall be binding upon EMPLOYEE, his/her heirs, executors, administrators or other legal representatives or assigns.
- k. This Agreement does not, of course, bind either party to any specific period of employment.
- l. EMPLOYEE represents that except as stated on the back of this Agreement, he/she has no agreement with or obligations to others in conflict with his/her obligations under this Agreement.

UBERTECH PRODUCTS, INC.

By: Name
Title

President


Signature of EmployeeDonald Hannigan
Typed Name of Employee

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor : **Donald G. Harrison**
Title : **One-Piece Integrally Formed Goggle**
Serial No. : **10/055,304**
Filed : **Jan. 23, 2002**
Confirmation No. : **7518**

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 pursuant to 37 CFR 1.10 on the date shown below as

Express Mail Receipt No. _____

Name: Patricia Muir

Signature: _____

Date: _____

Mail Stop: Petitions
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Declaration of Mark Oishi in Support of Petition Under 37 CFR 1.47(b) for Acceptance of Application Where No Inventors are Available

I, Mark Oishi, declare that:

1. I am General Manager of Authentic Fitness of Canada Inc.
2. I have been employed as General Manger of Authentic Fitness of Canada Inc. since JUNE, 2001
3. I have first hand knowledge that the invention disclosed and claimed in U.S patent application number 10/055,304 entitled, "One-piece Integrally-Formed Goggle" was made by Donald G. Harrison during his employment at Ubertech Products, Inc.
4. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that

these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: MAY 31, 2004


Mark Oishi

J. Ronald Trost (JT-4745)
Kelley A. Cornish (KC-0754)
Shalom L. Kohn (SK-2626)
Elizabeth R. McColm (EM-8532)
SIDLEY AUSTIN BROWN & WOOD LLP
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5300

Counsel for Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
	:	Chapter 11
In re	:	
	:	Case Nos. 01-41643 (RLB)
THE WARNACO GROUP, INC., <u>et al.</u> ,	:	through 01-41680 (RLB)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

**ORDER AND JUDGMENT CONFIRMING THE FIRST AMENDED
JOINT PLAN OF REORGANIZATION OF THE WARNACO GROUP, INC.
AND ITS AFFILIATED DEBTORS AND DEBTORS-IN-POSSESSION UNDER
CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE
DATED NOVEMBER 8, 2002 AND GRANTING RELATED RELIEF**

This matter having come on for a hearing on January 16, 2003 (the "Confirmation Hearing") on confirmation of the First Amended Joint Plan of Reorganization of The Warnaco Group, Inc. and its Affiliated Debtors and Debtors-in-Possession Under Chapter 11 of Title 11 of the United States Code dated November 8, 2002 (as amended pursuant to certain technical modifications filed on January 13, 2003, the "Plan"),¹ The Warnaco Group, Inc. ("Group"), together with certain of its direct and indirect subsidiaries, 184 Benton Street Inc., A.B.S. Clothing Collection, Inc., Abbeville Manufacturing Company, AEI Management Corporation,

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

Authentic Fitness Corporation, Authentic Fitness On-Line, Inc., Authentic Fitness Products Inc., Authentic Fitness Retail Inc., Blanche, Inc., CCC Acquisition Corp., CCC Acquisition Realty Corp., C.F. Hathaway Company, Calvin Klein Jeanswear Company, CKJ Holdings, Inc., CKJ Sourcing, Inc., Designer Holdings Ltd., Gregory Street, Inc., Jeanswear Holdings, Inc., Kai Jay Manufacturing Company, Myrtle Avenue, Inc., Outlet Holdings, Inc., Outlet Stores, Inc., Penhaligon's by Request, Inc., Rio Sportswear, Inc., Ubertech Products, Inc., Ventures Ltd., Warnana Limited, Warnaco Inc., Warnaco International, Inc., Warnaco International, LLC, Warnaco Men's Sportswear Inc., Warnaco of Canada Company, Warnaco Puerto Rico, Inc., Warnaco Sourcing Inc., Warnaco U.S. Inc., Warnaco Ventures Ltd. and Warner's De Costa Rica Inc., each a debtor and debtor-in-possession herein (collectively, the "Debtors") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"); and

On the basis of the record of these Cases, including the evidence presented and the arguments of counsel made at the Confirmation Hearing; and on the basis of the Findings of Fact and Conclusions of Law entered contemporaneously herewith (whose definitions and the definitions contained in the Plan are incorporated herein by reference);

Now, after due deliberation, the Court hereby ORDERS, ADJUDGES AND DECREES THAT:

A. The Plan (as amended by the technical modifications set forth in decretal paragraph B hereunder) complies with all applicable provisions of the Bankruptcy Code and applicable Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") relating to Confirmation. The Plan, all provisions thereof, and the exhibits and schedules thereto, hereby are confirmed. All objections to the Plan not heretofore withdrawn are overruled in their entirety.

B. The following technical modifications to the Plan are hereby approved:

1. The definition of "Effective Date" in the Plan is hereby amended by deleting such section in its entirety and replacing it with the following:

"Effective Date" means the Business Day that is the later of the date on which (a) all conditions precedent set forth in Section 4.1. of this Plan have been satisfied or waived as provided in Section 4.2. of this Plan and (b) February 4, 2003."

2. The definition of "Initial Distribution Date" in the Plan is hereby amended by deleting such section in its entirety and replacing it with the following:

"Initial Distribution Date" means the first Business Day that is ten (10) days (or such longer period as may be reasonably determined by the Reorganized Debtors in consultation with the Post-Effective Date Committee) after the Effective Date, provided however, that the Initial Distribution Date for the purposes of distributions to Class 5 Creditors under this Plan means the first Business Day that is forty-five (45) days (or such longer period as may be reasonably determined by the Reorganized Debtors in consultation with the Post-Effective Date Committee consistent with their obligations under Section 5.13. of this Plan) after the Effective Date."

3. Section 5.4. of the Plan is hereby amended by deleting the words "Warnaco Men's Sportswear Inc.".

4. Section 6.2. of the Plan is hereby amended by deleting such section in its entirety and replacing it with the following:

"6.2. Distributions to Holders of Senior Secured Bank Claims. On the Effective Date, Reorganized Warnaco, as applicable, shall issue or deliver to the Administrative Agent or its designee for distribution on behalf of the Debtors to holders of Senior Secured Bank Claims in Class 2: (a) Cash equal to the amount of the balance due on the Original Foreign Facilities Guaranty Claims, which shall be applied to repay in full satisfaction of any outstanding amounts owing by the Debtors under the Original Foreign Facilities as of the Petition Date; (b) New Warnaco Second Lien Notes in the aggregate principal amount of \$200 million; and (c) share certificate(s) for the aggregate amount of either (i) 96.263% of the New Warnaco Common Shares, subject to Dilution, if the holders of Class 6 Claims receive a distribution as provided in Section 2.9.(C) of this Plan or (ii) 96.844% of the New Warnaco Common Shares, subject to Dilution, if the holders of Class 6 Claims are not entitled to

receive a distribution as provided in Section 2.9.(C) of this Plan. Notwithstanding any other provision of this Plan, all distributions and issuances of such Cash, New Warnaco Second Lien Notes and New Warnaco Common Shares to holders of Class 2 Claims shall be made, (i) based on the amount of Class 2 Claims held by such holders as set forth in the books and records of the Administrative Agent as of the close of business on the Confirmation Date, and (ii) in accordance with the Pre-Petition Facility and Intercreditor Agreements. Such Cash shall be distributed to the holders of Class 2 Claims by the Administrative Agent, and the New Warnaco Second Lien Notes and New Warnaco Common Shares shall be issued by Reorganized Warnaco as directed by the Administrative Agent in the names of the respective holders of Class 2 Claims, in each case in accordance with the foregoing.”

5. Section 6.3. of the Plan is hereby amended by deleting such section in its entirety and replacing it with the following:

“6.3. Distributions to Holders of Allowed Unsecured Claims.

On the Initial Distribution Date, Reorganized Warnaco shall deliver to the Disbursing Agent for distribution on behalf of the Debtors to holders of Allowed Class 5 Claims share certificate(s) for the aggregate amount of either (i) 2.549% of the New Warnaco Common Shares, subject to Dilution, if the holders of Class 6 Claims receive a distribution as provided in Section 2.9.(C) of this Plan or (ii) 2.564% of the New Warnaco Common Shares, subject to Dilution, if the holders of Class 6 Claims are not entitled to receive a distribution as provided in Section 2.9.(C) of this Plan. The Disbursing Agent shall make distributions of New Warnaco Common Shares to holders of Allowed Class 5 Claims as follows:

(A) On or as soon as practicable after the Initial Distribution Date, the Disbursing Agent shall distribute the New Warnaco Common Shares allocable to Allowed Claims held by holders of Class 5 Claims as of the Distribution Record Date. For the purpose of calculating the amount of New Warnaco Common Shares to be distributed to holders of Allowed Class 5 Claims on or as soon as practicable after the Initial Distribution Date, all Disputed Claims in Class 5 will be treated as though such Claims will be Allowed Claims in the Face Amount of such Claims.

(B) On any Interim Distribution Date, the Disbursing Agent shall make interim distributions of New Warnaco Common Shares to holders of Allowed Class 5 Claims pursuant to and consistent with resolutions of Disputed Claims since the Initial Distribution Date.

(C) On the Final Distribution Date, the Disbursing Agent shall make the balance of all distributions to holders of Allowed Class 5 Claims as required under this Plan.”

6. Section 6.6.(A) of the Plan is hereby amended by deleting such section in its entirety and replacing it with the following:

“(A) Bar Date For Certain Administrative Claims. All applications for final compensation of professional persons employed by the Debtors or the Creditors’ Committee pursuant to orders entered by the Bankruptcy Court and on account of services rendered prior to the Effective Date, and all other requests for payment of Administrative Claims (except for the Alvarez Incentive Bonus, the Designated Post-Petition Loans, claims of the Debt Coordinators and the Pre-Petition Collateral Trustee payable under paragraph 22 of the DIP Approval Orders, claims for taxes pursuant to Section 507(a)(8) of the Code, ordinary course trade debt and customer deposits and credits incurred in the ordinary course of business after the Petition Date) shall be served on the Reorganized Debtors in accordance with Section 8.10. of this Plan and filed with the Bankruptcy Court, no later than 25 days after the Effective Date. Any such claim that is not served and filed within this time period shall be discharged and forever barred. Objections to any such application must be filed within 20 days after filing thereof.”

7. A new Section 7.7. is hereby added to the Plan as follows:

“7.7. Limitation on Exculpations and Releases. Nothing contained in Sections 7.4. and 7.5. shall (i) be construed as a release of any Exculpated Person’s and Pre-Petition Releasee’s fraud or willful misconduct with respect to the matters set forth in those sections, or (ii) limit the liability of the Debtors’ or Creditors’ Committee’s professionals to their respective clients pursuant to DR 6-102 of the Code of Professional Responsibility.”

C. The Debtors, the Reorganized Debtors and their respective affiliates, subsidiaries, directors, officers, agents and attorneys are hereby authorized, empowered and directed to issue, execute, deliver, file or record any document, and to take all other actions necessary or appropriate, in their sole discretion, to implement, effectuate and consummate the Plan in accordance with its terms, all without further corporate action or action of the directors, stockholders of the Debtors or Reorganized Debtors and further order of this Court, and on and

after the Effective Date, any such document will be legal, valid and binding in accordance with its terms.

D. The classification of Claims and Interests for purposes of the distributions to be made under the Plan shall be governed solely by the terms of the Plan. The classifications and amounts of Claims and Interests, if any, set forth on the Ballots tendered to or returned by the Debtors' creditors and equity security holders in connection with voting on the Plan (i) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan and (ii) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual amount or classification of such Claims or Interests under the Plan for distribution purposes.

E. Pursuant to section 1141 of the Bankruptcy Code, effective upon entry of this Order, but subject to the occurrence of the Effective Date, the Plan (including the exhibits and schedules to, and all documents and agreements created pursuant to, the Plan) and its provisions, together with the provisions of this Order, shall be binding upon the Debtors, the Reorganized Debtors, any entity acquiring or receiving property or a distribution under the Plan, any lessor or lessee of property to or from the Debtors, any party to a contract with the Debtors, any person who granted or is a beneficiary of the exculpations and releases contained in or provided for under the Plan, any Creditor or equity security holder of the Debtors, including all governmental entities, whether or not the Claim or Interest of such Creditor or equity security holder is impaired under the Plan and whether or not such Creditor, equity security holder or entity has accepted the Plan, any and all nondebtor parties to executory contracts and unexpired leases with any of the Debtors, any and all entities that are parties to or are subject to the settlements, compromises, releases, discharges and injunctions described herein or in the Plan,

any other party in interest, and the respective heirs, executors, administrators, successors or assigns, if any, of all of the foregoing.

F. All injunctions or stays, whether imposed by operation of law or by Order of this Court, provided for in the Cases pursuant to sections 105 or 362 of the Bankruptcy Code or otherwise that are in effect on the Confirmation Date, shall remain in full force and effect until the Effective Date. As of the Effective Date, the stay imposed pursuant to section 362(a) of the Bankruptcy Code shall be dissolved and of no further force and effect, subject to the injunction set forth in paragraph J below and/or sections 524 and 1141 of the Bankruptcy Code, except that nothing herein shall bar the filing of documents in connection with the Exit Financing Facility, the New Warnaco Second Lien Notes or the New Warnaco Common Shares, or the taking of such other actions as are necessary to effectuate the transactions specifically contemplated by the Plan, the Exhibits and Schedules to the Plan or this Order.

G. The appointment or continuation in office as officers and directors of the Reorganized Debtors of each of the individuals previously identified by the Debtors in Plan Schedule 5.6, as amended on January 14, 2003 ("Plan Schedule 5.6"), hereby is approved and ratified as being in the best interests of the Debtors, their Creditors and equity security holders and consistent with public policy, and such officers and directors hereby are deemed elected and appointed as of the Effective Date.

H. Except as provided for in this Order or in the Plan, the rights afforded under the Plan and the treatment of Claims and Interests under the Plan will be in exchange for, and in complete satisfaction, discharge and release of, all Claims and will effect the cancellation of all Interests (including rights to obtain or purchase Interests), including any interest accrued on Claims from the Petition Date. Except as provided for in the Plan or this Order, as of the

Effective Date: (i) the Debtors will be discharged from all Claims or other debts that arose before the Effective Date and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (x) a proof of claim based on such debt is filed or deemed filed pursuant to section 501 of the Bankruptcy Code, (y) a Claim based on such debt is allowed pursuant to section 502 of the Bankruptcy Code, or (z) the holder of a Claim based on such debt has accepted the Plan; and (ii) all Interests and other rights of equity security holders in the Debtors will be terminated and of no further force and effect without any further action on the part of the Court or any other person; provided, however, that the foregoing shall not release and discharge the Debtors from their obligations under the Plan.

I. As of the Effective Date, except as provided in the Plan or this Order, all entities will be precluded from asserting against the Debtors, the Reorganized Debtors or their respective affiliates, successors or property, any other or further Claims, demands, debts, rights, causes of action, liabilities or equity interests against the Debtors based upon any act, omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date. In accordance with the foregoing, except as provided in the Plan or this Order, as of the Effective Date, all such Claims and other debts and liabilities against the Debtors shall be discharged and all Interests and other rights of equity security holders in the Debtors shall be satisfied, terminated or cancelled pursuant to sections 524 and 1141 of the Bankruptcy Code. Such discharge and termination will void any judgment obtained against the Debtors or the Reorganized Debtors to the extent that such judgment relates to a discharged Claim or terminated Interest.

J. Except as provided in the Plan or this Order, as of the Effective Date, all entities that have held, currently hold or may hold a Claim or other demand, debt, right, cause of

action or liability that is discharged or an Interest or other right of an equity security holder that is terminated pursuant to the terms of the Plan are permanently enjoined from taking any of the following actions on account of any such discharged Claims, debts or liabilities or terminated Interests or rights: (i) commencing or continuing in any manner any action or other proceeding against the Debtors, the Reorganized Debtors or their respective property; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtors, the Reorganized Debtors or their respective property; (iii) creating, perfecting or enforcing any lien or encumbrance against the Debtors, the Reorganized Debtors or their respective property or any released entity; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtors, the Reorganized Debtors or their respective property; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

K. The substantive consolidation of all of the Debtors for purposes of voting on, and of receiving distributions pursuant to, the Plan is approved.

L. Except as otherwise provided in this Order or in the Plan (and subject to the mergers and dissolutions contemplated by Section 5.4. of the Plan), each Debtor shall continue to exist as a Reorganized Debtor and as a separate corporate entity (and the substantive consolidation of all of the Debtors pursuant to the Plan shall not affect the separate corporate existence of the Reorganized Debtors), with all of the powers of a corporation under applicable law and without prejudice to any right to alter or to terminate such existence (whether by merger, dissolution or otherwise) under applicable state or foreign law.

M. Except as otherwise provided in this Order, or in the Plan, all property of the Debtors' estates, to the full extent of section 541 of the Bankruptcy Code, and any and all other rights and assets of the Debtors of every kind and nature shall, on the Effective Date of the Plan, revert in the Reorganized Debtors free and clear of all Liens, Claims and Interests and other encumbrances other than (i) those Liens, Claims and Interests and encumbrances retained, preserved or created pursuant to the Plan or any document entered into in connection with the transactions described in the Plan and this Order and (ii) Liens that have arisen subsequent to the Petition Date on account of taxes that arose subsequent to the Petition Date. To the extent that the succession to assets of the Debtors by the Reorganized Debtors pursuant to the Plan is deemed to constitute "transfers" of property, such transfers of property to the Reorganized Debtors (a) shall be legal, valid and effective transfers of property, (b) vest or shall vest the Reorganized Debtors with good title to such property, free and clear of all Liens, Claims and Interests and encumbrances except as set forth herein, and (c) do not and shall not subject any of the Reorganized Debtors to any liability by reason of such transfer under the Bankruptcy Code or applicable nonbankruptcy law including, but not limited to, any laws affecting successor or transferee liability, other than the Liens, Claims and Interests and encumbrances retained, preserved, or created pursuant hereto.

N. On and after the Effective Date, each Reorganized Debtor is authorized to (a) operate its business, (b) use, acquire and dispose of property, and (c) compromise or settle any Claims or Interests, in each case without supervision or approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than those restrictions expressly imposed by the Plan or by this Order.

O. Effective as of the Effective Date but immediately prior to the discharge of the Debtors, each of the following transactions shall occur and shall be deemed to have occurred in the order listed: (i) each of Warnaco Ventures Ltd., Ventures Ltd. and Blanche Inc. shall be merged with and into Warnaco Inc. and Warnaco Inc. shall be the surviving corporation in such merger; (ii) AEI Management Corporation shall be merged with and into Rio Sportswear Inc. and Rio Sportswear Inc. shall be the surviving corporation in such merger; (iii) CCC Acquisition Realty Corp. shall be merged with and into Authentic Fitness Products Inc. and Authentic Fitness Products Inc. shall be the surviving corporation in such merger; (iv) CKJ Sourcing Inc. shall be merged with and into Calvin Klein Jeanswear Company and Calvin Klein Jeanswear Company shall be the surviving entity in such merger; and (v) Group shall transfer 100% of the shares held by Group in each of Myrtle Avenue, Inc., Authentic Fitness Corporation and Designer Holdings Ltd. to Warnaco Inc. The corporate transactions described in and contemplated by this paragraph O hereby are approved.

P. Notwithstanding anything to the contrary contained in the Plan or in this Order, the DIP Facility and the DIP Approval Orders shall extend and continue in full force and effect until the later to occur of (i) the Effective Date and (ii) payment in full of all obligations under the DIP Facility. On the Effective Date, the Reorganized Debtors shall enter into the Exit Financing Facility and all Financing Agreements (as such term is defined in the Exit Financing Credit Agreement) with the respective Lenders thereunder. The Exit Financing Facility hereby is approved. Pursuant to section 1142(b) of the Bankruptcy Code and without further action by this Court or by the shareholders and directors of any of the Reorganized Debtors, the Reorganized Debtors are authorized to enter into the Exit Financing Facility, to perform all of their obligations thereunder and to execute and deliver all documents, agreements and instruments necessary or

appropriate to enter into and perform all obligations under the Exit Financing Facility and to take all other actions and execute, deliver, record and file all other such agreements, documents, instruments, financing statements, releases, applications, registration statements, reports and any changes, additions and modifications thereto in connection with the consummation of the transactions contemplated by the Exit Financing Facility, including, without limitation, the making of such filings, or the recording of any security interests, as may be required by such Exit Financing Facility.

Q. On the Effective Date, the Reorganized Debtors will enter into the definitive documentation with respect to the New Warnaco Second Lien Notes. Pursuant to section 1142(b) of the Bankruptcy Code and without further action by this Court or by the shareholders and directors of any of the Reorganized Debtors, the Reorganized Debtors are authorized to perform all of their obligations thereunder and to execute and deliver all documents, agreements and instruments necessary or appropriate to enter into and perform all obligations under the New Warnaco Second Lien Notes and to take all other actions and execute, deliver, record and file all other such agreements, documents, instruments, financing statements, releases, applications, registration statements, reports and any changes, additions and modifications thereto in connection with the consummation of the transactions contemplated by the New Warnaco Second Lien Notes, including, without limitation, the making of such filings, or the recording of any security interests, as may be required.

R. On the Effective Date, the Reorganized Debtors will issue the New Warnaco Common Shares. Pursuant to section 1142(b) of the Bankruptcy Code and without further action by this Court or by the shareholders and directors of any of the Reorganized Debtors, the Reorganized Debtors are authorized to perform all tasks necessary and to execute

and deliver all documents, agreements and instruments necessary or appropriate to issue the New Warnaco Common Shares.

S. None of the Debtors, the Reorganized Debtors, the Creditors' Committee, the Pre-Petition Lenders, the Post-Effective Date Committee, the DIP Lenders, the Pre-Petition Secured Lenders, the TOPrS Trustee, the Collateral Trustee nor any of their respective directors, employees employed by the Debtors as of the Effective Date, members, attorneys, investment bankers, restructuring consultants and financial advisors nor any other professional Persons employed by any of them (collectively, the "Exculpated Persons"), shall have or incur any liability to any Person for any act taken or omission from and after the Petition Date in connection with, relating to or arising out of the Cases, the management and operation of the Debtors, the formulation, negotiation, implementation, confirmation or consummation of the Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created in connection with the Plan. The Exculpated Persons shall have no liability to any Debtor, holder of a Claim, holder of an Interest, other party in interest in the Cases or any other Person for actions taken or not taken in connection with, relating to or arising out of the Cases, the management and operation of the Debtors, the Plan or the property to be distributed under the Plan, including, without limitation, failure to obtain Confirmation of the Plan or to satisfy any condition or conditions, or refusal to waive any condition or conditions, to the occurrence of the Effective Date, and in all respects such Exculpated Persons shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities in the Cases, the management and operation of the Debtors and under the Plan.

T. Except as provided herein or in the Plan, all releases of claims and causes of action against persons and entities that are embodied in Section 7.5. of the Plan or in this

Order, including, without limitation, those third-party releases set forth in Section 7.5.(C) of the Plan that voluntarily were granted by holders of Claims entitled to vote on the Plan (whether or not such holder submitted a timely Ballot to accept or reject the Plan), are effective and binding on all persons and entities that may have had standing to assert such claims or causes of action or that granted the releases unless the holder of a Claim entitled to vote on the Plan submitted a timely Ballot indicating an election not to grant such releases. The terms of such releases are deemed included herein as if expressly stated. As of the Effective Date, all entities that have held, currently hold or may hold a claim, obligation, demand, debt, right, cause of action and liability that has been released pursuant to the Plan permanently are enjoined from taking any of the following actions on account of such released claims, obligations, demands, debts, rights, causes of action or liabilities: (i) commencing or continuing in any manner any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any lien or encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to any released entity; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

U. Nothing contained herein or in Sections 7.4. and 7.5. of the Plan shall (i) be construed as a release of any Exculpated Person's and Pre-Petition Releasee's fraud or willful misconduct with respect to the matters set forth in those sections, or (ii) limit the liability of the Debtors' or Creditors' Committee's professionals to their respective clients pursuant to DR 6-102 of the Code of Professional Responsibility.

V. Nothing contained in Sections 7.3., 7.4. or 7.5. of the Plan shall release, waive, discharge or affect any claim or right of the United States of America, including but not

limited to the Internal Revenue Service and the United States Customs Service ("Customs"), to collect any claim or assert any rights against any non-debtors. Moreover, nothing in the Plan shall affect any right or claim by the United States of America, including but not limited to the Internal Revenue Service, to set off or to recoup any amounts due any of the Debtors and/or Reorganized Debtors against any amounts owed by the Debtors and/or Reorganized Debtors (to the extent such setoff or recoupment rights exist under applicable non-bankruptcy law), and the Debtors and/or the Reorganized Debtors expressly reserve all legal and equitable defenses with respect to such set off or recoupment rights, including, without limitation, that any such rights are barred as the result of the failure of the United States of America to timely file a proof of claim in the Cases, lack of mutuality or any other legal or equitable defense; provided, however, that the foregoing provision is inapplicable to claims or rights of Customs, which claims or rights shall be governed by the final order approving that certain Stipulation Between the Debtors and the United States Customs Service Regarding Claims and Setoff Rights dated January 10, 2003 (the "Customs Stipulation"). If the Court declines to enter the Customs Stipulation, or subsequently vacates it, the provisions of the previous sentence shall also apply to Customs.

W. Nothing contained in the Plan or this Order shall release or enjoin, or be deemed to release or enjoin, the claims asserted or to be asserted in the case pending in the United States District Court for the Southern District of New York captioned In Re The Warnaco Group, Inc. Securities Litigation, No. 00-Civ-6266 (LMM) (the "Shareholder I Class Action") against the non-Debtor defendants named therein or any non-Debtor, and neither the Plan nor this Order shall affect the rights of the claimants in the Shareholder I Class Action to obtain this relief.

X. Notwithstanding anything to the contrary in the Plan, the Plan shall not (i) release or discharge any Claims held by the SEC against any non-debtors, or enjoin or restrain the SEC from instituting or enforcing any such Claims against any non-debtors, or (ii) release or discharge any cause of action that the SEC may have against any of the Debtors or Reorganized Debtors that does not seek monetary relief, or enjoin or restrain the SEC from instituting or enforcing any such cause of action against any of the Debtors or Reorganized Debtors.

Y. Except as otherwise provided in the Plan and in this Order, subject to the occurrence of the Effective Date and other than for purposes of receiving distributions under the Plan, upon entry of this Order on the docket of the Clerk of this Court, all evidences of Claims against and Interests in the Debtors that are impaired under the Plan, shall be and are deemed to be canceled and terminated, and the obligations of the applicable Debtors thereunder or in connection therewith shall be discharged.

Z. On and as of the Effective Date pursuant to the compromises and settlements in the Plan, all contractual, legal or equitable subordination and turnover rights with respect to the TOPRS that a holder of a Claim against or Interest in the Debtors may have with respect to any distribution to be made pursuant to the Plan will be discharged and terminated, and all such actions related to the enforcement of any such subordination rights will be permanently enjoined. Distributions made pursuant to the Plan to holders of Allowed Claims will not be subject to payment to any beneficiary of such terminated subordination rights, or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights. Notwithstanding anything contained in this paragraph Z to the contrary, the Intercreditor Agreement, dated as of October 6, 2000, among Warnaco and certain of its

subsidiaries, certain financial institutions and State Street Bank and trust Company as Collateral Trustee shall remain in full force and effect.

AA. The provisions of the Plan constitute a good faith compromise and settlement of all claims or controversies relating to the enforcement or termination of all contractual, legal and equitable subordination and turnover rights that a holder of a Claim against or Interest in the Debtors may have with respect to any Allowed Claim or Interest, or any distribution to be made pursuant to the Plan on account of such Claim. The compromise or settlement of all such claims or controversies is approved under Rule 9019 of the Bankruptcy Rules as being fair, equitable and reasonable and in the best interests of the Debtors, the Reorganized Debtors and the holders of Claims and Interests.

BB. Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding the entry of this Order or the occurrence of the Effective Date, this Court shall retain exclusive jurisdiction over all matters arising out of, and related to, the Cases and the Plan to the fullest extent permitted by law including, inter alia, all of the matters and for all of the purposes described in this Order or in Section 8.1. or otherwise in the Plan.

CC. Nothing contained in Section 8.1. of the Plan shall bind the United States of America, its agencies, officials and/or employees, from challenging the Bankruptcy Court's jurisdiction over claims, cases, proceedings or actions brought by or against the United States of America, its agencies, officials and/or employees. The United States of America expressly reserves any and all of its rights and/or defenses to challenge the Bankruptcy Court's jurisdiction over any claims, cases, proceedings, or actions that may be brought by or against the United States of America, its agencies, officials and/or employees arising from or relating to the Plan and the Cases.

DD. Except as otherwise provided in the Plan, this Order or any other order of the Court entered in these Cases, no payment provided for in the Plan shall be made prior to the Effective Date.

EE. Except as otherwise provided in the Plan, any distribution under the Plan that is unclaimed by the holder of the Allowed Claim entitled to such distribution for ninety (90) days after the distribution date applicable to such distribution, shall be distributed in the manner provided for in Section 6.5.(G) of the Plan.

FF. Pursuant to Section 3.1. of the Plan, as of the Effective Date, each executory contract and unexpired lease to which any of the Debtors is a party shall be deemed automatically rejected as of the Effective Date, except with respect to Intellectual Property Contracts which shall be deemed automatically assumed, unless such executory contract or unexpired lease (a) shall have been previously rejected or assumed by order of the Bankruptcy Court, (b) is the subject of a motion to assume or reject filed on or before the Confirmation Date, or (c) is listed on the schedule of assumed contracts and leases annexed as Plan Schedule 3.2, as amended as of the Confirmation Hearing. The executory contracts and unexpired leases to be rejected shall include, but shall not be limited to, the executory contracts and unexpired leases set forth on Plan Schedule 3.1, as amended as of the Confirmation Hearing, and all such rejections hereby are approved pursuant to section 365(b)(1) of the Bankruptcy Code and, to the extent applicable, section 365(b)(3) of the Bankruptcy Code, as of the Effective Date. Listing a contract or lease on Plan Schedule 3.1 shall not constitute an admission by a Debtor or Reorganized Debtor that such contract or lease is an executory contract or unexpired lease or that a Debtor or Reorganized Debtor has any liability with respect thereto.

GG. Pursuant to Section 3.2. of the Plan, except with respect to executory contracts and unexpired leases that previously have been assumed or are the subject of a motion to assume which was filed on or before the Confirmation Date, all executory contracts and unexpired leases specifically listed on the schedule of assumed executory contracts and unexpired leases annexed as Plan Schedule 3.2, as amended as of the Confirmation Hearing, shall be deemed automatically assumed by the applicable Debtor as of the Effective Date. Any executory contracts and unexpired leases assumed by any of the Debtors pursuant to Section 3.2. of the Plan or pursuant to any order of this Court during the Cases shall be deemed assigned to the Reorganized Debtors on the Effective Date, and all such assumptions and assignments hereby are approved. Listing a contract or lease on Plan Schedule 3.2 shall not constitute an admission by a Debtor or Reorganized Debtor that such contract or lease is an executory contract or unexpired lease that a Debtor or Reorganized Debtor has any liability with respect thereto. Each executory contract and unexpired lease that is assumed and relates to the use, ability to acquire or occupancy of real property shall include (a) all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affect such executory contract or unexpired lease and (b) all executory contracts or unexpired leases appurtenant to the premises, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, reciprocal easement agreements and any other interests in real estate or rights in rem related to such premises, unless any of the foregoing agreements has been rejected pursuant to a Final Order of this Court or is otherwise rejected as part of the Plan.

HH. Pursuant to Section 5.17. of the Plan, except as otherwise set forth in the Plan and subject to the provisions of paragraph KK below, to the extent that any of the Debtors

have in place as of the Effective Date, retirement income plans, welfare benefit plans, and other employee-related plans and programs, such agreements, programs and plans shall be deemed terminated as of the Effective Date; provided, that on and after the Effective Date, the plans and programs set forth in Plan Schedule 5.17 shall be deemed in effect in accordance with their existing terms and conditions, including any termination or modification provisions.

II. Any monetary amounts by which each executory contract and unexpired lease to be assumed under the Plan may be in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by Cure in the amount set forth on Plan Schedule 3.2, as amended as of the Confirmation Hearing, or, in the event of an objection to such Cure amount, in the amount agreed between the parties or as ordered by the Bankruptcy Court. To the extent the non-Debtor party to the unexpired lease or executory contract has not objected to the amount of Cure set forth in Plan Schedule 3.2 on or before the Voting Deadline, such non-Debtor party shall be deemed to accept such Cure amount. To the extent that no Cure amount is listed on Plan Schedule 3.2 for an executory contract or unexpired lease, and no objection has been filed by the non-Debtor party to such executory contract or unexpired lease prior to the Confirmation Date, then the Cure amount shall be deemed to be \$0.00. To the extent the Debtor who is a party to the unexpired lease or executory contract is to be merged pursuant to the Plan, the non-Debtor parties to such unexpired lease or executory contract shall, upon assumption as contemplated herein, be deemed to have consented to the assignment of such unexpired lease or executory contract to the Reorganized Debtor that is the surviving entity after such merger.

JJ. If the rejection by a Debtor, pursuant to the Plan or otherwise, of an executory contract or unexpired lease results in a Claim, then such Claim shall be forever barred and shall not be enforceable against any Debtor or Reorganized Debtor or the properties of any

of them, and such Claim shall only be entitled to treatment as a Class 5 Claim under the Plan in the event that a proof of claim is filed with the clerk of the Bankruptcy Court and served upon counsel to the Debtors within thirty (30) days after service of the earlier of (a) notice of the Confirmation Date, or (b) other notice that the executory contract or unexpired lease has been rejected pursuant to an order of the Bankruptcy Court.

KK. Upon the occurrence of the Effective Date, Reorganized Warnaco shall continue the Pension Plan, including meeting the minimum funding standards under ERISA and the Internal Revenue Code, paying all PBGC insurance premiums, and administering and operating the Pension Plan in accordance with its terms and ERISA. Nothing in the Plan or in this Order shall be deemed to discharge, release, or relieve the Debtors, the Reorganized Debtors, any member of the Debtors' controlled groups (as defined in 29 U.S.C. § 1301(a)(14)) or any other party, in any capacity, from any current or future liability with respect to the Pension Plan, and PBGC and the Pension Plan shall not be enjoined or precluded from enforcing such liability as a result of the Plan's provisions or confirmation of the Plan. Upon the Effective Date, PBGC shall be deemed to have withdrawn the Single-Employer Pension Plan Claims with prejudice. After the Effective Date, the Reorganized Debtors shall have the authority to terminate, amend or freeze the Pension Plan in accordance with the terms of the Pension Plan, ERISA and the Internal Revenue Code.

LL. Pursuant to section 1142(b) of the Bankruptcy Code, without further action by this Court or the shareholders or boards of directors of any of the Reorganized Debtors, and without limiting the power or authority of the Reorganized Debtors following the Effective Date to take any and all such actions as may be permitted or required by applicable nonbankruptcy law, the Reorganized Debtors are authorized, as of the Effective Date, to: (a)

maintain, amend or revise existing employment, retirement, welfare, incentive, severance, indemnification and other agreements with their active directors, officers and employees, subject to the terms and conditions of any such agreement; (b) enter into new employment, retirement, welfare, incentive, severance, indemnification and other agreements for active and retired employees; and (c) implement the provisions of the Management Stock Incentive Program, and all agreements and documents related thereto.

MM. Pursuant to section 1146(c) of the Bankruptcy Code, (a) the creation of any lien, mortgage, deed of trust or other security interest, (b) the making of any agreement, document or instrument in furtherance of, or in connection with, the Plan, including any other agreements of consolidation, restructuring, disposition, liquidation or dissolution, deeds, bills of sale, or assignments executed in connection with the Plan, and (c) the issuance, transfer or exchange of any securities, will not be subject to any stamp or other similar tax or tax held to be a stamp tax or other similar tax pursuant to section 1146(c) of the Bankruptcy Code. This Court retains specific jurisdiction with respect to this matter. Each federal, state and local governmental or regulatory agency or department is hereby authorized and directed to comply with section 1146(c) and to accept the filing of all documents and instruments necessary and appropriate to consummate the Plan without the requirement to pay any otherwise applicable stamp tax or other similar tax or tax held to be a stamp tax or other similar tax.

NN. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Order, the Plan and all Plan-related documents shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

OO. Within ten (10) business days after the Confirmation Date, or as soon as practicable thereafter, the Debtors shall mail the notice (the "Confirmation Notice"), in

substantially the form annexed hereto as Exhibit A, by first class mail, postage prepaid, to (i) the Office of the United States Trustee for the Southern District of New York, (ii) all known holders of Claims against, and Interests in, the Debtors, and (iii) all parties that have requested notice in these Cases. The form of Confirmation Notice hereby is approved. Service of the Confirmation Notice as provided herein shall constitute good and sufficient notice pursuant to Bankruptcy Rules 2002(f)(7), 2002(k) and 3020(c) of entry of this Order and of the relief granted herein and, except as otherwise set forth in this Order, no other or further notice need be given.

PP. Notwithstanding the foregoing, pursuant to Bankruptcy Rule 2002(l), the Debtors may, but are not required to, publish a notice of the occurrence of the Effective Date of the Plan substantially in the form attached hereto as Exhibit B (the "Effective Date Notice") in The Wall Street Journal (global edition), The New York Times (national edition) and Women's Wear Daily, within ten (10) business days after the occurrence of the Effective Date.

QQ. Except as set forth in paragraph RR hereof, all requests for payment of administrative costs and expenses incurred prior to the Effective Date pursuant to sections 507(a)(1) or 503(b) of the Bankruptcy Code (except for the Alvarez Incentive Bonus, the Designated Post-Petition Loans, claims of the Debt Coordinators and the Pre-Petition Collateral Trustee payable under paragraph 22 of the DIP Approval Orders, ordinary course trade debt and customer deposits and credits incurred in the ordinary course of business after the Petition Date) shall be shall be filed with the Bankruptcy Court, 1 Bowling Green, Alexander Hamilton Custom House, New York, New York 10004 and served on (i) The Warnaco Group, Inc., 90 Park Avenue, New York, New York 10016, Attention: Stanley P. Silverstein, Esq., (ii) Sidley Austin Brown & Wood LLP, 787 Seventh Avenue, New York, New York 10019, Attention: Kelley A. Cornish, Esq., (iii) Counsel to the Debt Coordinators for the Pre-Petition

Lenders, Shearman & Sterling, 599 Lexington Avenue, New York, New York, Attention: James L. Garrity, Esq. (iv) counsel to the Creditors' Committee, Otterbourg, Steindler, Houston, & Rosen, P.C., 230 Park Avenue, New York, New York 10169, Attention: Scott L. Hazan, Esq., (v) the Office of the United States Trustee, 33 Whitehall Street, New York, New York 10004, Attention: Mary E. Tom, Esq., so as to be received no later than the date that is twenty-five (25) days after the Effective Date at 4:00 p.m. Any such request that is not filed and served within this time shall be forever barred. Notice of the deadline for filing such requests and the persons upon whom service must be made, as provided for in the Confirmation Notice, constitutes good and sufficient notice and no further notice need be given.

RR. All final applications for compensation of professional persons employed by the Debtors or the Creditors' Committee pursuant to orders entered by this Court and on account of services rendered prior to the Effective Date not subject to an application already pending before the Bankruptcy Court (including the reimbursement of the expenses of the members of the Creditors' Committee) pursuant to sections 507(a)(1) or 503(b) of the Bankruptcy Code shall be filed with the Bankruptcy Court, so as to be received no later than the date that is twenty-five (25) days after the Effective Date at 4:00 p.m. Any such application that is not filed and served within this time shall be forever barred. Objections to any such application must be filed with the Bankruptcy Court and served on the parties previously identified in this paragraph RR so as to be received no later than twenty (20) days after the filing of such application. Notice of the deadline for filing such applications, the deadline for filing objections to such applications and the persons upon whom service must be made, as provided for in the Confirmation Notice, constitutes good and sufficient notice and no further notice need be given.

SS. No applications need be filed for compensation and reimbursement by professional persons for services rendered or expenses incurred on and after the Effective Date, and such compensation and reimbursement may be paid by the Reorganized Debtors directly in accordance with ordinary business practices and without further authorization of this Court.

TT. The Creditors' Committee in its present form shall continue to exist after the Confirmation Date until the Effective Date with the same power and authority, and the same ability to retain and compensate professionals, as it had prior to the Confirmation Date.

UU. Pursuant to Section 5.2. of the Plan, on and as of the Effective Date, the Creditors' Committee shall be reconstituted and shall be comprised of no more than seven (7) members of the Creditors' Committee prior to the Effective Date (the "Post-Effective Date Committee"). The members of the Creditors' Committee who are not members of the Post-Effective Date Committee shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to and arising from and in connection with the Cases. In the event of the death or resignation of any member of the Post-Effective Date Committee after the Effective Date, the remaining members of the Post-Effective Date Committee shall have the right to designate a successor from among the holders of Allowed Class 5 Claims. If a Post-Effective Date Committee member assigns its Claim or releases the Debtors from payment of all or the balance of its Claim, such act shall constitute a resignation from the Post-Effective Date Committee. Until a vacancy on the Post-Effective Date Committee is filled, the Post-Effective Date Committee shall function in its reduced number. The Reorganized Debtors shall consult with the Post-Effective Date Committee on a regular basis concerning the Reorganized Debtors' investigation, prosecution and proposed settlement of Class 5 Claims and shall provide written reports to the Post-Effective Date Committee on a

monthly basis regarding the status of the Claims resolution process. The Reorganized Debtors shall not settle or compromise any Class 5 Claim in excess of the Allowed amount of \$25,000 without either the approval of the Post-Effective Date Committee (which shall act by majority vote) or an order of the Bankruptcy Court. Subject to the approval of the Post-Effective Date Committee, the Reorganized Debtors may settle or compromise any Class 5 Claim in excess of the Allowed amount of \$25,000 without an order of the Bankruptcy Court. The Reorganized Debtors may settle or compromise any Class 5 Claim for less than the Allowed amount of \$25,000 without an order of the Bankruptcy Court and without the approval of the Post-Effective Date Committee. The duties of the Post-Effective Date Committee shall also include services related to any applications for allowance of compensation or reimbursement of expenses pending on the Effective Date or filed after the Effective Date (collectively, the "Filed Fee Applications"). The Reorganized Debtors shall pay (a) the reasonable expenses of the members of the Creditors' Committee between the Confirmation Date and the Effective Date, and the Post-Effective Date Committee (the "Post-Effective Date Committee Expenses") and (b) the reasonable fees of the professional persons employed by the Post-Effective Date Committee in connection with its duties and responsibilities as set forth in the Plan (the "Post-Effective Date Committee Fees"); provided, however, that the total aggregate amount of the Post-Effective Date Committee Expenses and the Post-Effective Date Committee Fees shall not exceed \$100,000.00 (exclusive of services related to Filed Fee Applications). The Post-Effective Date Committee Fees and the Post-Effective Date Committee Expenses shall be paid within fifteen (15) Business Days after submission of a detailed invoice therefor to the Reorganized Debtors. If the Reorganized Debtors dispute the reasonableness of any such invoice, the Reorganized Debtors, the Post-Effective Date Committee or the affected professional may submit such dispute to the

Bankruptcy Court for a determination of the reasonableness of such invoice, and the disputed portion of such invoice shall not be paid until the dispute is resolved. The undisputed portion of such reasonable fees and expenses shall be paid as provided herein. The Post-Effective Date Committee shall be dissolved and the members thereof shall be released and discharged of and from further authority, duties, responsibilities and obligations relating to and arising from and in connection with the Cases on the later of (i) the Final Distribution Date and (ii) the date all services related to Filed Fee Applications are completed, and the retention or employment of the Post-Effective Date Committee's professionals shall terminate.

VV. This Order shall be effective according to its terms upon its entry.

WW. The Reorganized Debtors shall have the right, to the full extent permitted by section 1142 of the Bankruptcy Code, to apply to this Court for an order, notwithstanding any otherwise applicable nonbankruptcy law, directing any entity to execute and deliver any instrument or to perform any other act; provided, that without the consent of the affected party, or a determination by this Court that such relief is necessary to ensure the cooperation or compliance of any party or to compensate the Reorganized Debtors for damages associated with a lack of such cooperation or compliance with the terms and conditions of this Order, the Plan, and any documents related thereto, no such order shall modify or impair any right, title, interest, privilege, or remedy expressly provided or reserved to such party under this Order, the Plan or any document related thereto.

XX. This Order shall constitute the approval of the Plan and the transactions contemplated thereby, including, without limitation, those corporate transactions contemplated under Section 5.4. of the Plan or this Order pursuant to the Delaware General Corporation Law.

YY. The provisions of section 1145 of the Bankruptcy Code shall be applicable to the offer, issuance and distribution, transfer or exchange of New Warnaco Common Shares and the New Warnaco Second Lien Notes pursuant to the Plan, (including, without limitation, the making or delivery of any document or instrument of offer or transfer of such securities) and shall be exempt from registration under applicable securities laws (including without limitation, Section 5 of the Securities Act or any similar state or local law requiring the registration for offer or sale of a security or registration or licensing of an issuer or a security) pursuant to Section 1145(a) of the Code, and may be sold without registration to the extent permitted under Section 1145 of the Code.

ZZ. Wells Fargo Bank, Minnesota, N.A., hereby is authorized and empowered to act as Disbursing Agent under the Plan.

AAA. "Substantial consummation" of the Plan, as defined in section 1101(2) of the Bankruptcy Code, shall be deemed to occur upon completion of all actions and transactions required by the Plan to be effected prior to or upon the Effective Date.

BBB. The failure specifically to include or reference any particular provision of the Plan in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan be confirmed in its entirety.

CCC. Upon the entry of this Order, all provisions of the Plan, including all agreements, instruments and other documents filed in connection with the Plan and executed by the Debtors or the Reorganized Debtors in connection with the Plan shall be binding upon the Debtors and the Reorganized Debtors, all Claim and Interest holders and all other entities that are affected in any manner by the Plan. All agreements, instruments and other documents filed in connection with the Plan shall have full force and effect as of the entry of this Order, and shall

bind all parties thereto as of the Effective Date, whether or not issued, delivered or recorded on the Effective Date or thereafter, and the provisions of the Plan and of this Order shall be construed in a manner consistent with each other so as to effect the purposes of each; provided, however, that in the event of any inconsistency between the terms of the Plan or such other documents, on the one hand, and the terms of this Order, on the other, the terms of this Order shall govern.

DDD. This Order is and shall be deemed a separate Order with respect to each of the Debtors in each Debtor's separate Case for all purposes. The Clerk of the Court is directed to file and docket this Order in the Case of each of the Debtors.

EEE. The Debtors shall have the right, in accordance with section 1127 of the Bankruptcy Code, to modify or amend the Plan after the Confirmation Date to the full extent permitted by law, provided, that any such modification is consented to by the Debt Coordinators for the Pre-Petition Secured Lenders and the Creditors' Committee in writing prior to the effectiveness of any such modification or amendment.

FFF. If there is any direct conflict between the Plan and this Order, the terms of this Order shall control.

GGG. If any or all of the provisions of this Order are hereafter reversed, modified or vacated by subsequent order of this Court or any other court, such reversal, modification or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of any such order. Notwithstanding any such reversal, modification or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Order prior to

the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Order and the Plan and all documents executed pursuant thereto or any amendments or modifications thereto.

Dated: New York, New York
January 16, 2003

/s/Richard L. Bohanon
The Honorable Richard L. Bohanon
United States Bankruptcy Judge

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